

SETTLEMENT AGREEMENT & RELEASE

Plaintiff Richard Earl Brown (hereinafter "Plaintiff") has filed suit against Defendant Kevin Michael Baroni (hereinafter "Defendant") in the United States District Court for the Eastern District of Missouri, *Brown v. Baroni*, Case No. 2122-CC00279-JMB, ("the lawsuit"). The parties hereby agree to the following settlement of the action, and a global release of claims except as stated herein. For identification purposes, this Agreement is dated February __, 2022.

At least 30 days after the parties enter into this agreement, and subject to court approval, Plaintiff shall take a consent judgment in the lawsuit against Defendant for \$100,000.00 (One Hundred Thousand Dollars). While the judgment will be for the damages alleged in the Complaint, it is understood that the entry of the judgment and this Agreement shall not be construed as an admission of liability. Defendant does admit however, that he was acting in the course and scope of his employment and duties as a law enforcement officer in that his actions were; a) part of the work he was employed to perform, and b) performed by Defendant to serve the interests of the City.

In consideration for consenting to the judgment, Plaintiff agrees that neither Plaintiff nor any other person, firm, or corporation claiming by or through him or her will levy execution, by garnishment or as otherwise provided by law, except against the City of St. Louis, and any insurer¹ or indemnifier which insures or indemnifies the legal liability of Defendant or the City

¹ As used in this agreement, the term "insurer" shall include any entity authorized to transact liability insurance business in this state including, but not limited to, any liability insurance company organized, incorporated, or doing business pursuant to the provisions of chapter 379, RSMo., any entity formed pursuant to section 537.620, any entity which is subject to sections 537.700 to 537.756, or any entity which provides risk management services to any public or private entity.

of St. Louis for such damages. Execution or garnishment proceedings in aid thereof shall lie only as to the City of St. Louis and/ any such insurer or indemnifier.

The City is a potential indemnifier of Defendant. The City has thus far, however, refused in writing to indemnify Defendant, including after the time Defendant was acquitted of criminal charges issued regarding the conduct alleged in the lawsuit. Defendant agrees to assign to Plaintiff, any and all claims he has against City with the exception of any attorneys' fees he has incurred defending this litigation prior to the execution of this agreement. Defendant further agrees to cooperate in all reasonable ways with Plaintiff's collection attempts by execution, garnishment or other legal procedure as to the City and any insurer or indemnifier.

Plaintiff agrees that if he receives payment of the full judgment amount of \$100,000.00, either with or without interest, from any source, that he will file a satisfaction of judgment in this matter.

The parties hereby globally mutually release each other from all claims, known and unknown, as of the date of this Agreement, other than specifically stated herein. This release is not conditioned on or subject to the success of Plaintiff's claims against the City. Each party is to bear his own fees and costs.

Plaintiff Richard Earl Brown

X Richard E Brown

Date 3/2/22

Defendant Kevin Michael Baroni

X K. Baroni

Date 3/12/22